



14-11-2023

## KERALA RAOD FUND BOARD

## Request For Proposal For Providing Transaction Advisory Service For Development Of Kozhikode City Road Improvement Project Phase I (B) Under PPP (DBFOT-Annuity) Arrangement

## Reply to Pre- Bid Query

Sl. No	Page No. & Clause No. of RFP document	Clause of the RFP document	Query details	Reply to pre- bid queries
1.	Page 6 Clause 1.8  Sl. No. 4	<b>Invitation for proposal</b> <b>1.8 Schedule of Selection Process</b>  4. Proposal Due Date or PDD 25 <sup>th</sup> November	It is requested that the Proposal Due Date (PDD) may be modified from 25 <sup>th</sup> November 2023 to <b>at least 2 weeks from the communication of the Authority's response to pre bid queries.</b>	The clause 1.8 (6) Proposal Due Date ( PDD ) & opening of proposal stands modified as follows: Proposal Due Date or PDD : 30 <sup>th</sup> November 2023 & Opening of proposal : 30 <sup>th</sup> November 2023
2.	Page 9, 10 & 11  Clause 2.3.1, 2.3.2, 2.3.3, 2.3.4	<b>Invitation for proposal</b>  <b>Conflict of Interest</b>	We would like to request that the Conflict on Interest may be curtailed to the <b>Engagement Team only and Associates to 'Associates in India'</b> .  We would like to clarify that no potential conflict related declaration can be provided and that, <b>'Any conflict related declaration can be given as on the current date only.'</b>	The clause 2.3.1,2.3.2, 2.3.3,2.3.4 conflict of interest stands modified as follows:  Conflict of Interest shall be applicable to the <b>Engagement Team only and Associates to 'Associates in India'</b>

3.

Page 24  
 Clause 3.1.2  
 Sl. No. II  
 Clause 6.1

Clause 3.1.2  
 I. Key Professional Staff Qualifications  
 - *Team Leader & Procurement Expert 25*  
 - *Financial Expert 15*  
 - *Legal Expert 10*  
 Clause 2.1.1  
**Legal Expert**

Educational Qualifications	Graduate in Law
Essential Experience	Should have minimum 10 years of experience in legislation review, legal documentation/vetting, providing legal advice etc for development of infrastructure projects, out of which minimum three years in PPP projects.
Job responsibilities	Will be responsible for review of existing legislation, preparation and legal vetting of Bid documents including Draft Concession Agreement, Support agreements and provide inputs with respect to all legal issues of transaction advisory.

This is to clarify that KPMG do not provide any direct or indirect legal services. Our scope is limited to technical / commercial aspect and our services will not include provision of any legal services or legal advice  
 We understand that as part of the assignment, we need to carry out bid process management. Hence we request you to kindly modify the key personnel as follows:

- *Team Leader & Procurement Expert 25*
- *Financial Expert 15*
- *Bid Process Management Expert 10*

**If the above clause cannot be amended, kindly permit consortium or sub contracting for associating with a legal firm.**

The legal expert has been substituted with Bid Process Management Expert and the qualification criteria of Bid Process Management Expert has been modified in clause 6.1 of ToR.

**Bid Process Management Expert**

Educational Qualifications	Master in Business Administration
Essential Experience	MBA or equivalent with 10 years of experience in preparing Bid Documents for PPP/ EPC model Projects with experience in Government contracts for Government of India / State Governments / State Government Undertakings. He/she should have experience in preparing Bid Documents and Bid Process Management of not less than 1 PPP/ EPC project in Infrastructure sector.
Job responsibilities	Will be responsible for drafting of ToR, preparing bid documents including RFP/RFQ, providing input to contractual documents and also legal implication of contractual covenants to be ascertained.

4.	<p>Page 30 Terms of Reference Clause 1.1.3</p> <p>Sl. No. 3 (a)</p>	<p><b>Terms of Reference</b> <b>Clause 1.1.3 : Financial Viability Analysis</b></p> <p>Sl. No. 3. Review of cost estimates contained in the DPR</p> <p>a. Detailed Project Report, along with the Concession Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Concessionaire. <b>The Consultant shall review and comment on the cost estimates contained in the Detailed Project Report. He shall ensure that appropriate provisions have been made for physical and price contingencies,</b> financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of O&amp;M expenses to be incurred by the Concessionaire during the entire Concession period based on standards and specifications laid down in the Manual.</p>	<p>Kindly clarify whether the reviewing and commenting on the cost estimates involve review of technical aspects of the DPR.</p>	<p>Review may be interrupted as fundamental assessment of DPR and its cost adequacy.</p>
5.	<p>Page 32</p> <p>Clause 1.1.6 Sl. No. b, c. &amp; d</p>	<p><b>Terms of Reference</b> <b>Clause 1.1.6 : Project Marketing and Pre-qualification</b></p> <p>After press notification of RFQ and uploading document, a multi pronged marketing strategy shall be drawn for positioning the Project among the prospective developers, for their active</p>	<p>Please clarify whether the Project Marketing activities envisages travels outside the project location. If yes, please clarify who shall bear the cost of such travels. Does this cost need to be factored in while preparing the financial proposal?</p>	<p>In case of consultant requires to travel outside Kerala for marketing activities, the out of pocket expenses shall be provided on production of duly certified bill/invoices. Hence the same may need not be factored in while preparing the financial proposal.</p>

		<p>participation. The various activities that would be undertaken include:</p> <ol style="list-style-type: none"> <li>a. Circulating the project features among the exhaustive list of prospective developers, for widespread marketing of the Project.</li> <li>b. <b>To have one-to-one meetings with the firms, who show/express interest in the Project.</b></li> <li>c. <b>If required, conducting pre-application meeting with the prospective applicants.</b></li> <li>d. <b>Follow-up with the potential applicants, who interacted during the process, till they submit their applications.</b></li> </ol>		
6.	<p>Page 33 Terms of Reference Clause 2</p>	<p><b>Clause 2: Scope not exhaustive</b></p> <p>The Scope of Services specified in this Clause are not exhaustive and the TA shall undertake <b>such other tasks as may be necessary</b> to structure the Project appropriately, appraise the Project financially, prepare the Revenue Model and successfully complete the bid process for the Project.</p>	<p>This clause indicates that the services expected from the TA are not limited to those explicitly mentioned in the RFP. This may lead to issues such as scope diversion, additional costs, legal and regulatory risks, etc. It also renders it difficult to correctly estimate the cost of services and resource requirement. <b>It is therefore requested to eliminate this clause from the RFP so that the boundaries of the project scope are clearly defined.</b></p>	<p>The clause 2 removed</p>
7.	<p>Page No. 35 Terms of Reference</p>	<p><b>Terms of Reference</b> <b>4. Time and payment schedule</b></p>	<p>As per the payment schedule, 40% of the total fee ( for milestones 4 &amp; 5) will be released only after the signing of the Concession Agreement. We request the following modifications:</p>	

The schedule for completing the deliverables shall be determined by the maximum number of days/ weeks from the date of signing of the Agreement (Effective Date) **Time schedule for the deliverables of the Consultancy and the payment schedule linked to the specified deliverables are given below:**

Clause 4.2

SN	Deliverables/ Milestones	Payment % of total fee
1.	Financial Viability Analysis, Project Implementation Structure & Financial Model	20%
2.	Preparation and submission of bid documents including RFQ, RFP & Draft Concession Agreement, Support agreement	20%
3.	Receipt of Bids and Submission of Bid Evaluation Report recommending the selected bidder	20%
4.	Signing of Concession Agreement	30%
5.	On achievement of Financial Closure by the concessionaire	10%

S. N.	Deliverables/ Milestones	Payment % of fee
1.	Financial Viability Analysis, Project Implementation Structure & Financial Model	35%
2.	Preparation and submission of bid documents including RFQ, RFP & Draft Concession Agreement, Support agreement	35%
3.	Receipt of Bids and Submission of Bid Evaluation Report recommending the selected bidder	10%
4.	Signing of Concession Agreement	10%
5.	On achievement of Financial Closure by The concessionaire	10%

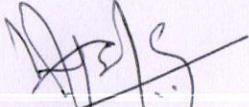
The clause 4.2 , payment schedule in the RFP stands modified as follows :

S. N.	Deliverables/ Milestones	Payment % of total fee
1.	Financial Viability Analysis, Project Implementation Structure & Financial Model	25%
2.	Preparation and submission of bid documents including RFQ, RFP & Draft Concession Agreement, Support agreement	30%
3.	Receipt of Bids and Submission of Bid Evaluation Report recommending the selected bidder	25%
4.	Signing of Concession Agreement	10%
5.	On achievement of Financial Closure by The concessionaire	10%

8.		<p><b>“The timelines excludes time taken by the Authority in providing comments and approvals on deliverables.”</b></p>	<p>For ensuring a smooth progress of the project, predefined timelines for the approvals and comments would be helpful. It is therefore requested to establish a specific timeframe the client to provide the feedback and approvals on the deliverables. Also please clarify if there are any provisions for an escalation mechanism in case there are delays in receiving the comments/ approvals on the deliverables.</p>	<p>RFP Prevails</p>
9	<p>Appendix I Form 2 1.5 Sl. No. 1</p>	<p><b>For the Bidder, state the following information</b></p> <p>i. In case of non Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India</p> <p>ii. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years</p> <p>iii. Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>iv. Has the Bidder or any of its Associates been blacklisted by any Government department/ Public Sector Undertaking in the last five years?</p> <p>v. Has the Bidder or any of its Associates, suffered bankruptcy/ insolvency in the last five years?</p> <p><b>Note: If answer to any of the questions at</b></p>	<p>We request you to provide definition for non Indian Firm. Will a global firm operating through a registered Indian entity be considered as an Indian firm?</p> <p>Also, the Note section specifies that if the answer to any of the questions from i. to v is “Yes”, then the bidder is not eligible for the consultancy assignment. However, the question no. (i) is not clear as to whether non indian firms having office address in India should give the response as “Yes” or “No”.</p> <p>Please clarify this point.</p>	<p>The Appendix I, Form 2 1.5, Sl. No. 1 changed as follows :</p> <p>Note: If answer to any of the questions at <b>ii. to v.</b> , is yes, the Bidder is not eligible for this consultancy assignment:</p>

		<b>i. to v., is yes, the Bidder is not eligible for this consultancy assignment</b>		
10	General	<b>Limitation of Liability</b>	We request you to kindly include the following Clause: "In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to us under the engagement. We shall not be liable for any indirect or consequential losses."	The aggregate liability under this RFP and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to the consultant under the engagement and the consultant shall not be liable for any indirect or consequential losses
11	Clause 3.1.2 iii	<b>Experience in Region</b>	Experience in Region – 10%	Experience in Region is stipulated as Experience in Firm
12	Clause No 10 of ToR	<b>Indemnity clause.</b>	The Consultant shall indemnify KRFB and its official from any loss arising out of this contract. The Consultant shall be responsible for the preparation of all documents required to complete the Services and shall obtain approval of the same from KRFB, and where relevant, Government departments and ministries. The approval of the KRFB of any part or phase of the Services shall not absolve or relieve the Consultant of any of his responsibilities or obligations under the Agreement. The Consultant shall not be liable to KRFB by reason of any failure on his part to obtain the necessary approvals/permits from a relevant	

			Government department and/or ministry where such approval is withheld for reasons outside his control Notwithstanding such, the Consultant shall use his best endeavours to mitigate the duration and severity of any delay The Consultant shall notify KRFB of any defects, errors, discrepancies, inaccuracies, inconsistencies or any of the like, in any of the documents forming the Agreement	
13	Appendix I Form 11	<b>Self-Assessment Sheet</b>	Attached below	
14	Clause No 11 of ToR	<b>Performance Security</b>	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value (the "Performance Security") of any nationalized bank.	

  
**M. Asok Kumar**  
**CEO KRFB**

**Kerala Road Fund Board**  
**Self-Assessment Sheet**

**REQUEST FOR PROPOSAL FOR PROVIDING TRANSACTION ADVISORY SERVICES FOR DEVELOPMENT OF KOZHIKODE CITY ROAD IMPROVEMENT PROJECT PHASE I B UNDER PPP(DBFOT ANNUITY) ARRANGEMENT**

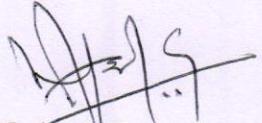
**CRITERIA FOR EVALUATION**

Clause No	Clause as per RFP	Score Allotted	Score Breakdown	Max Marks	Mark Assessed	Reference Page no's
3.1.2 (i)	The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken Transaction Advisory for a minimum of 3(three) PPP Projects in the infrastructure sector of which at least on should be in the Roads sector.	20.00	i) 3 Projects-4 mark ii) 3-5 Projects-6 mark iii) 5-7 Projects-8 mark iv) More than 7 Projects-12 mark	12.00		
			The annual turnover of the Applicant from its operations in India during each of the three financial years preceding the PDD should be more than Rs 10 crores. i) up to 10 Cr=2 mark ii) 10 to 15 Cr=4 mark iii) 15 to 20 Cr=6 mark iv) more than 20 Cr =8 mark	8.00		
3.1.2 (ii)	Proposed approach, methodology and work plan	30.00	i) Understanding of Project-05 mark ii) Work Plan-05 mark iii) Technical Approach and Methodology-10 mark iv) Organizing & Staffing-10 mark	30.00		
3.1.2 (iii)	Team Leader & Procurement expert	25.00	<b>D) General Qualification (Maximum 7.5 mark)</b>			
			1.(i) Adequacy of Educational qualification and experience as per ToR(Masters in Engineering/Planning/Business Administration or equivalent)	5.5		
			1.(ii) Additional Qualifications if any 0.5 marks per additional qualification	2		
			<b>2)Adequacy of relevant experience(Maximum 15 mark)</b>			
			2.i (a)Overall experience of minimum 15 Years in development of infrastructure projects =3 mark  2.i (b)Experience more than 15 years = 2mark  (Add 0.25 marks extra for each additional	5		

			year of experience subject to a maximum of 2 marks).			
			2.ii (a) 5 years' Experience in transaction advisory for PPP projects = 3 mark  2.ii (b) Experience more than 5 years =2 mark  (Add 0.25 marks extra for each additional year of experience subject to a maximum of 2 mark).	5		
			2.iii (a) 3 years as procurement specialist in similar projects = 2 mark  2.iii (b) Experience more than3 years = 1 mark  (Add 0.25 marks extra for each additional year of experience subject to a maximum of 1 mark).	3		
			2.iv Experience in handling bid process management including preparation of RFQ and RFP ,bid marketing  2.iv(a)Experience in minimum of 3,similar projects= 1 mark  2.iv(b)Experience more than three project = 1 mark  (0.25 mark each for additional project subject to a maximum of 1 mark	2		
			<b>3. At least 2 years with the firm(Maximum 2.5 mark)</b>			
			3 (i) Experience 2 years=1.5 mark  3 (ii) Experience more than 2 years = 1 mark  (Add 0.25 marks extra for each additional year of experience subject to a maximum of 1 mark).	2.5		
3.1.2 (iii)	Financial Expert	15.00	<b>1. General Qualification (Maximum 4.5 mark)</b>			
			1(i) Adequacy of Educational qualification as per ToR - (MBA(Finance )or CA or equivalent)	3		
			1(ii) Additional qualification if any.	1.5		
			<b>2)Adequacy of relevant experience(Maximum 9 mark)</b>			

			<p>2.i(a) 10 years' experience in financial analysis/appraisal of infrastructure projects- =3 mark</p> <p>2.i(b) Experience more than 10 year = 2mark (0.25 mark each for additional year of experience subject to a maximum of 2mark)</p>	5		
			<p>2.ii(a) 5 years' experience in PPP projects=2mark</p> <p>2.ii(b) Experience more than 5 year = 2mark (0.25 mark each for additional year of experience subject to a maximum of 2mark)</p>	4		
			<p><b>3)At least 2 years with the firm(Maximum 1.5 mark)</b></p> <p>3.(i) Experience 2 years=0.5mark 3.(ii) Experience more than 2 years = 1 mark (Add 0.25 marks extra for each additional year of experience subject to a maximum of 1mark).</p>	1.5		
3.1.2 (iii)	Bid Process Management Expert	10.00	<p><b>1) General Qualification (Maximum 3 mark)</b></p> <p>1.(i) Adequacy of Educational qualification as per ToR - Masters in Business Administration</p> <p>1.(ii) Additional qualifications if any</p> <p><b>2) Adequacy of relevant experience(Maximum 6 mark)</b></p> <p>2.i.(a) 10 years' experience in preparing Bid Documents for PPP/ EPC model Projects with experience in Government contracts for Government of India / State Governments / State Government Undertakings = 3mark</p> <p>2.i.(b) Experience more than 10 year = 2 mark (0.25 mark each for additional year of experience subject to a maximum of 2</p>	2		
				1		
				5		

			mark)			
			2.ii(a) 3 years' experience in providing legal advice for development of infrastructure projects in PPP projects = 0.5mark			
			2.ii(b) Experience more than 3 year = 0.5mark (0.25 mark each for additional year of experience subject to a maximum of 0.5mark)	1		
			<b>3) At least 2 years with the firm(Maximum 1 mark)</b>			
			3.(i) Experience 2 years=0.5mark 3.(ii) Experience more than 2 years = 0.5mark (Add 0.25 marks extra for each additional year of experience subject to a maximum of 0.5mark).	1		
		<b>Grand Total</b>	<b>100.00</b>	<b>100.00</b>		

  
**M. Asok Kumar**  
**CEO KRFB**